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Interim Class Counsel

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

**IN RE CALIFORNIA BAIL BOND
ANTITRUST LITIGATION**

This Document Relates To:

ALL ACTIONS

Case No. 3:19-CV-000717-JST

CLASS ACTION

**PLAINTIFFS' MOTION FOR LEAVE TO
FILE MOTION FOR
RECONSIDERATION OF COURT'S
ORDER RE BILLING RATES FOR
CONTRACT ATTORNEYS [DKT. 44]**

Local Rule 7-9

Judge: The Honorable Jon S. Tigar

1 Pursuant to Local Civil Rule 7-9, Plaintiffs Shonetta Crain and Kira Serna respectfully
2 request leave to file a motion for reconsideration regarding one aspect of the Court’s June 6, 2019
3 order: the requirement that “contract attorneys will be billed only at the rates actually paid to and
4 received by such attorneys, without mark-up.” Dkt. 44 at 4. Defendants have informed Plaintiffs
5 that they take no position on this motion for leave or the proposed motion for reconsideration.

6 As explained in the proposed motion (attached hereto), reconsideration is appropriate here
7 because the Court’s directive regarding billing of contract attorney time runs contrary to a long
8 line of Supreme Court and appellate authority—and the uniform practice of Judges in this
9 District—that attorney time should be billed based upon prevailing market rates. The Court cited
10 to no legal authority in support of the requirement, and Plaintiffs could find none. To the
11 contrary, relevant authority uniformly rejects the Court’s requirement, including the exemplar
12 guidelines to which the Court referred (Dkt. 44 at 4). *See In re Chrysler-Dodge-Jeep Ecodiesel*
13 *Mktg., Sales Practices, & Prod. Liab. Litig.*, Case No. 3:17-md-02777-EMC, Dkt. 181 at 9 (in
14 billing and expense protocol for class action, permitting the use of “junior associates, contract,
15 and staff attorneys” for document review-related tasks, and providing that “[l]awyers who
16 perform initial document analysis and coding will be billed at an hourly rate consistent with the
17 market rate for junior associates”). Later, Judge Chen granted an attorneys’ fee award including
18 contract attorney time in the lodestar at a market rate. *Id.*, Dkt. 561.

19 The requirement is also impractical. If left unchanged, the Court’s order would require
20 Plaintiffs to bill contract attorney time *below cost*, because overhead expenses and agency fees
21 are involved in contract attorney work over and above the rates paid to and received by those
22 attorneys. The rule would thus only discourage efficient case staffing.

23 Reconsideration is also warranted because the Court adopted the requirement without
24 notice to the parties, an opportunity for briefing to receive relevant facts or law, and without an
25 opportunity to be heard.

26 The requirements of Local Civil Rule 7-9 for leave to file a motion for reconsideration are
27 met. Plaintiffs have been diligent in bringing this motion and filed it along with their proposed
28 attorney’s fee guidelines. Interim Class Counsel have had no opportunity to present the Court

1 with facts or law relevant to the Court’s decision. Thus, “a material difference in fact or law
2 exists from that which was presented to the Court before entry of the interlocutory order for
3 which reconsideration is sought.” Local Civ. R. 7-9(b)(1). These additional facts and law are
4 summarized in Plaintiffs’ proposed motion for reconsideration.

For these reasons, Plaintiffs respectfully request that the Court (1) grant leave to file the attached motion for reconsideration, (2) deem the proposed motion filed, and (3) schedule oral argument on the matter if the Court is inclined to deny the requested relief.

8 Dated: June 18, 2019 Respectfully submitted,

Interim Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that on June 18, 2019, I caused the foregoing to be electronically filed and served with the Clerk of the Court using the CM/ECF system to all parties of record.

DATED: June 18, 2019

/s/ Dean M. Harvey

DEAN M. HARVEY

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